

## **TIMBER SALE PROSPECTUS**

Sale Name: BLAZING SADDLE Type of Sale: Weight Scaled  
National Forest: Idaho Panhandle Ranger District: Bonnors Ferry  
Bidding Method: Sealed Bid Bid Guarantee: \$ 62,000.00  
Location of Bid Opening: Office: Forest Supervisor's Office  
Address: 3815 Schreiber Way  
Coeur d'Alene, Idaho 83815-8363  
Date: 11/12/2003 Time: 9:30 A.M.

**1. INTRODUCTION.** This prospectus furnishes prospective bidders with information not contained in the published advertisement and is designed to enable bidders to decide whether or not to further investigate the sale. The prospectus is not a legally binding document, but is offered to provide general information about a sale. The contract does not include descriptions, estimates, and other data in this prospectus, unless otherwise stated. In the event that the prospectus contains an error or contradicts the sample contract, the contract governs. Bidders are urged to examine the timber sale and make their own estimates. Timber sale Contract **Forms FS-2400-6**, will be used. Inspect the sale area and the sample contract before submitting a bid. Obtain the appraisal, other information on the timber, and conditions of sale and bidding at Forest Service offices listed above and in the named attached advertisement.

**2. BIDDING.** This is a **SEALED BID** sale. Bidders must submit sealed bids on prepared forms they can obtain from Forest Service offices listed above and in the attached advertisement. The forms include instructions for bidding and submission of the required certifications. A bid guarantee must be included with the bid in the form of cash, a bid bond on Form FS-6500-13 (4/82) or later, certification of annual bid bond allocation on Form FS-6500-13a (4/82) or later, an irrevocable letter of credit, a certified check, bank draft, cashiers check, official bank check, or bank or postal money order payable to the Forest Service, USDA in the amount specified above and in the bid form. The bid guarantee shall be returned to each bidder whose bid is not accepted.

**3. LOCATION AND DESCRIPTION OF TIMBER.** Refer to the sample contract and sale area map attached to the sample contract for legal location of sale area, location of payment units, location of cutting units, the acreage of sale area, and the cutting unit acreage.

THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE SALE AREA MAP OR SAMPLE CONTRACT.

**This sale area is approximately 2520 acres in size with harvest planned on 502 acres. The sale is located in sections 8,9,10,11,14,15,16,17,18,19,20,21,22 and 27, T65N, R3W., Boise Meridian, Boundary County, Idaho. The sale area is on the Bonners Ferry Ranger District, Idaho Panhandle National Forests and lies in the Silver Creek, Saddle Creek and Boundary Creek drainages.**

**This sale is prepared under the direction of the Bluegrass Bound Environmental Assessment, approved by the Forest Supervisor on July 21, 1999. The purpose of this sale is to provide for stand structures, species composition, and patterns that existed historically in the area. This sale will enhance conditions that favor caribou and grizzly bear habitat over the long term. Alternative 4 was chosen since it best meets management objectives. This sale lies in two different Forest Plan Management Areas (MA).**

4. **TIMBER QUANTITIES AND RATES.** The quality, size, cut per acre, and product suitability of the timber are estimates based on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED. For these reasons, bidders are urged to examine the timber sale area and make their own estimates.

Road Construction Costs. The advertised rate does not include the estimated cost of specified road construction. The estimated road construction cost has been included in the appraisal as a cost that the purchaser will incur. The purchaser will be responsible for the road construction cost and WILL NOT receive credit towards stumpage costs for this expense, i.e., THIS SALE DOES NOT INCLUDE PURCHASER CREDIT and bidders should consider the cost of road construction when developing their bids.

THE MINIMUM ACCEPTABLE BID RATE IS STATED IN THE ATTACHED BID FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

### Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Advertised Rates	Base Rates	Required Deposits	
							Slash Disposal	Road Maintenance
Grand fir	Sawlogs	Ton	265	11	\$16.50	\$6.35	\$4.93	\$1.27
Alpine fir	Sawlogs	Ton	4,830	11	\$16.50	\$6.35	\$4.93	\$1.27
Lodgepole	Sawlogs	Ton	18,422	10	\$16.50	\$6.35	\$4.93	\$1.27
Hemlock	Sawlogs	Ton	3,869	11	\$16.50	\$6.35	\$4.93	\$1.27
Douglas fir	Sawlogs	Ton	1987	12	\$16.50	\$6.35	\$4.93	\$1.27
Larch	Sawlogs	Ton	1367	9	\$16.50	\$6.35	\$4.93	\$1.27
Spruce	Sawlogs	Ton	3537	12	\$16.50	\$6.35	\$4.93	\$1.27
White pine	Sawlogs	Ton	1723	13	\$16.50	\$6.35	\$4.93	\$1.27
Cedar	Sawlogs	Ton	1326	10	\$16.50	\$6.35	\$4.93	\$1.27
<b>TOTAL</b>			37,326					

The minimum acceptable total sale value bid for advertised timber is \$ 615,879.00 . It does not include any non-biddable, fixed rate species listed on the bid form in the lower section of block 14 titled “Required Removal at Fixed Rate. Only the Fixed Rate Applies.” The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

The bid rate for species and unit of measure are assigned under procedures for average bid premium bidding, as noted in this prospectus. This rate has been established by appraisal, with a cost allowance for the roads specified by the contract, if any. Required deposits for slash disposal and road maintenance are in addition to the advertised rates for timber. Purchasers are responsible for the cost of specified road construction. Specified road construction costs ARE NOT available to use as credit for the payment of stumpage, i.e., THIS SALE DOES NOT INCLUDE PURCHASER CREDIT.

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of \$233,963 is included in total timber value.

5. **PERIOD OF CONTRACT** The normal operating season covers the period between July 15 and October 31 for Units 1, 3, 4,41,5,51,7,8,11,15,16,17,18,and 19. and between December 1 and March 31 for units 2, 9, and 13.

The contract termination date is September 30, 2008. Extensions of this contract may be granted only when the purchaser has met specified conditions.

The purchaser must submit a general operating plan to the Contracting Officer for approval before operations begin or within 60 days of sale award, whichever is earlier. The plan must show how the purchaser plans to complete the contract by the termination date. In addition to the general operating schedule, the purchaser must submit an annual schedule of operations before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual schedule of operations does not require concurrence of the Forest Service.

**6. PAYMENT.** Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. The Purchaser may transfer purchaser credit into the contract, or provide an acceptable payment guarantee prior to cutting. Payment for required deposits must be a cash payment. At advertised rates, the transfer-in purchaser credit limit is \$ 0.00. The purchaser shall make advance deposits in accordance with provision B4.222 - Advance Deposits.

The high bidder whose bid is accepted shall, at the time the contract is signed and returned by the bidder, make a downpayment pursuant to Title 36, Section 223.49, of the Code of Federal Regulations. The Contracting Officer will notify the high bidder of the amount necessary to make this payment. In no case shall the downpayment be less than 10 percent of the total advertised value and 20 percent of the bid premium. The bidder may use transferred-in purchaser credit to meet this requirement. After receipt of the downpayment and a satisfactory performance bond and upon execution of the timber sale contract, the Forest Service will return the bid guarantee. A cash bid guarantee may be applied to the downpayment at the request of the purchaser. The purchaser cannot apply the amount deposited as a downpayment to cover other obligations due on the sale until stumpage value representing 25 percent of the total bid value of the sale has been charged and paid for on the statement of account.)

By 4/30/2007, the purchaser shall have paid for, or in lieu thereof, deposited cash in the amount of: (1) 50 percent of the total estimated bid premium, or (2) 35 percent of the total estimated sale value at bid date, exclusive of required deposits, rounded up to the next \$100. Purchaser credit transferred in may be used to meet this requirement. Transferred-in purchaser credit cannot be subsequently transferred to another sale unless the credit is replaced by cash.

By 1/31/2008, the purchaser shall have paid for, or in lieu thereof, deposited cash in the amount of 75 percent of the total estimated sale value at bid date, exclusive of required deposits, rounded up to the next \$100. Purchaser credit transferred in may be used to meet this requirement. Transferred-in purchaser credit cannot be subsequently be transferred to another sale unless the credit is replaced by cash.

If a qualified bidder elects to have the Forest Service construct specified roads, the contract shall provide for collection of not less than the full estimated cost of the roads stated in this prospectus, in addition to the current contract rate value and required

deposits. Contract Form FS-2400-6 provides for collecting the estimated public works road construction cost as timber is scaled, at a rate accelerated on 80 percent of the estimated volume.)

If bidder elects the road option, payment for right-of-way timber will be made in advance of cutting. The timber will be decked by the road contractor and will be made available to the purchaser when notified by Forest Service of location and availability. If purchaser and road contractor agree, purchaser may cut and remove right-of-way timber as part of the specified road construction.

**7. PERFORMANCE BOND.** A performance bond is required. The penal sum of the bond will be 10 percent of the total bid value of the sale, rounded up to the nearest \$100 when the total bid value is \$10,000 or less; and rounded up to the nearest \$1,000 when the total bid value exceeds \$10,000. If an irrevocable letter of credit is used to secure the performance bond, the termination of the letter of credit must be at least 6 months past the contract termination date.)

**8. SPECIFIED ROADS.** The Forest Service has determined that the following National Forest System roads shall be constructed or paid for, in whole or in part, by the timber sale purchaser. Sufficient information to permit a prospective bidder to calculate the likely cost to be incurred for road construction is available at the Forest Supervisor's Office. See the sample contract for verification of specific details and information concerning construction specifications. CONSTRUCTION ESTIMATES AND INFORMATION CONTAINED HEREIN, TOGETHER WITH RELATED SPECIFICATIONS, ARE NOT GUARANTEED. The following roads are those that Forest Service considers necessary to remove the timber from this sale.

Road Number	Road Name	Traffic Service Level	Approximate Miles	Estimated Road Construction Cost	Type of Work *
1009	Silver Mountain	C	5.35	\$13,050.24	R
2252	Lone Tree	D	1.5	\$8,265.96	R
2252A	Lone Tree A	D	0.2	\$2,314.73	R
2253	Silver Search	D	0.7	\$5,169.76	R
2254	Silver Saddle	D	4.2	\$19,179.37	R
2254C	Silver Saddle C	D	0.33	\$515.46	R
2454	Saddle Mountain	C	6.0	\$15,898.04	R
2455	Saddle Creek	C	1.85	\$5,726.11	R

\* C = Construction      R = Reconstruction

The required specified road completion date is 10/31/2004 for Roads 1009, 2253, 2454, and 2455 and 10/31/2005 for Roads 2254, 2254C, 2252, and 2252A. The road work on roads 2252, 2252A, 2254 and 2254C can not begin until after April 1, 2005, when the first group of road reconstruction is complete, units along these roads are logged and slash

work complete. If provision C5.13# – Road Completion Date has different dates for projects, this is the final road completion date.

Total estimated road construction cost allowed in appraisal is \$70,119.67

A bidder qualifying as a small business concern may elect to have the Forest Service construct the specified roads listed above. Completion dates for construction apply whether construction is performed by the purchaser or by the Forest Service. If the bidder elects Forest Service construction, it is the Forest Service's intent to perform construction through **CONTRACT**. The Forest Service shall not award the timber sale contract unless either it receives a satisfactory road construction bid or, if it fails to receive such a bid within 120 days of opening timber sales bids, the bidder agrees to perform road construction.

If purchaser elects Forest Service construction, the total estimated public works construction cost that would be paid in addition to current contract rates is \$ 76,237.35. See provision C4.12# – Amount Payable for Timber in the sample contract for additional information.

**9. ROAD MAINTENANCE.** Purchaser shall perform or pay for road maintenance work, commensurate with purchaser's use, on roads controlled by Forest Service, and used by purchaser in connection with this sale. Road maintenance requirements are based on the predicted haul route. Any change in the purchaser's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in Section 4 and in the sample contract. Maintenance specifications are in the sample contract.

**10. INAPPLICABLE STANDARD PROVISIONS.** See the attached sample contract.

**11. SPECIAL PROVISIONS.** See the attached sample contract.

**12. FINANCIAL ASSISTANCE.** (Include if sale contains specified road work, otherwise enter "Not Applicable": The Small Business Administration (SBA) may be able to assist small business concerns in financing construction of specified roads listed in the sample timber sale contract. Such SBA assistance, if available, may be in the form of guaranteed bank loans or direct participation SBA loans. Applicants must meet SBA size and eligibility requirements. APPLICANTS ALSO MUST MEET CREDIT REQUIREMENTS OF SBA AND/OR A LOCAL BANK. APPROVAL OF LOAN ASSISTANCE RESTS WITH SBA AND IS CONTINGENT ON AVAILABILITY OF LOCAL FUNDS OR SBA FUNDS. FAILURE TO BE ELIGIBLE OR TO OBTAIN A LOAN IN NO WAY AFFECTS REQUIREMENTS OF BID FOR ADVERTISED TIMBER SALE OR THE TIMBER SALE CONTRACT. If requested by the purchaser, the timber sale contract can provide repayment of direct SBA loans through the Forest Service as the timber is cut.

**13. SET-ASIDE SALES.** This is not a SBA set-aside sale.

**14. LOG EXPORT AND SUBSTITUTION RESTRICTIONS.**

The contract requires domestic processing of included timber except for species declared to be surplus, and prohibits the use of such included timber in substitution for unprocessed private timber exported. The bidder, by signing the bid for advertised timber, certifies compliance with the applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 U.S.C. 620, et seq.) with each bid.

**15. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW.**

If the total bid value plus required deposits for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the high bidder to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

**16. AWARD.** The Contracting Officer is required to make a determination of bidder responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations.

To determine a purchaser to be responsible, a Contracting Officer must find that:

- a. The purchaser has adequate financial resources to perform the contract or the ability to obtain them;
- b. The purchaser is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The purchaser has a satisfactory performance record on timber sale contracts. A prospective purchaser that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the purchaser's control and were not created through improper actions by the purchaser or affiliate, or that the purchaser has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a purchaser is not a responsible contractor. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- d. The purchaser has a satisfactory record of integrity and business ethics;

- e. The purchaser has or is able to obtain equipment and supplies suitable for logging the timber and for meeting the resource protection provisions of the contract;
- f. The purchaser is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Bidders, by signing the bid form, certify that, to the best of bidder's knowledge, the bidder will meet the requirements in 36 CFR 223.101, determination of purchaser responsibility, and if awarded this contract, that bidder will complete the timber sale contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber.

**17. FALSE STATEMENTS ACT.** Bidders, by signing the bid form, certify that they are aware that bidder is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

**18. DAMAGES.** This contract shall be terminated for breach pursuant to paragraph 16, 19, and/or 21 of the bid form and the terms of the sample contract if: 1) bidder fails to execute a timber sale contract, furnish a downpayment, or furnish a satisfactory performance bond within 30 days of the award letter's date; or 2) bidder is found to have violated the False Statements Act in making any statement or certification on the bid form including not meeting purchaser responsibility requirements, and bidder has made a false statement. The bid guarantee shall be retained, in whole or in part, by the Forest Service to satisfy any damages that may be assessed.

**19. SUSPENSION AND DEBARMENT CERTIFICATION.** Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017).

These rules require each timber sale purchaser, to submit a certification for itself, its principals, and its affiliates when bidding on sales. The bidder must designate its status regarding debarment, suspension, and other matters as specified on the bid form. The bidder, by signing the bid form, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the bidding. Also, as a timber sale purchaser enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion"



must be provided to subcontractors, but completed certifications are not required to be submitted with bid forms. Purchaser must keep these subcontractor certification forms on file for review by the Forest Service, if requested.

The certification forms and instructions for subcontractors transactions are provided as an addendum to the bid form.

**20. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) LOGGING REGULATIONS.** Conduct of operations on this timber sale is subject to inspection for compliance with the logging operations regulations at 29 CFR 1910.266 by OSHA. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist purchasers to ensure compliance with the logging operations regulations during conduct of this timber sale from the U.S. Department of Labor, Occupational Safety and Health Administration,

**21. GENERAL.**

The following changes will be made to the sample contract when the Forest Service constructs specified roads:

A3 - Timber Designations: "Specified Road Clearing" will be changed to "Construction Clearing" C(T)2.32.

A9 - Change the title to "Permanent Roads To Be Constructed by Forest Service."

A11 and A12 - Delete and replace with new pages. Add "None" as appropriate.

A28 or A25 - Make the following changes in A28 or A25:

Add C2.32 - Construction Clearing

Add C4.12# - Amount Payable for Timber

Add C8.41 - Limitation of Performance by Other Than Purchaser

1. Tractor skidding is suitable on units 2, 3, 4, 5, 7, 8, 9, 11, 13, 15, 16, 17, and 19. An adjustment will be made for an excavator to build a full bench skid trail to log unit 8. This skid trail shall be obliterated after use by the purchaser. There will be some adverse skidding in unit 2 along the ridge top. Units 2, 9, and 13 shall be logged in the winter over 2' of settled snow or frozen ground. Skyline yarding is required on units 1, 18, 41, and 51. Unit 18 shall be uphill yarded through an existing unit to road 1009, but keep the

number of corridors to the existing corridors whenever possible. Intermediate supports may be necessary to log some corridors in unit 18. Mobile tailholds may be necessary to log a portion of unit 1 that is adjacent to a plantation. Skyline profiles have been analyzed and copies are available at the District, upon request. (C6.4#)

2. Purchaser shall be responsible for recurrent maintenance, except for the paved portion of road 281. A deposit will be collected for surface replacement and vegetative brushing for all system roads in the haul route. An allowance will be made for snowplowing to access tractor winter units 2, 9, and 13. There is one temporary snow road that will need to be constructed to log units 2 and 13. The road is marked on the ground with pink flagging on the centerline. The snow road will be closed by the purchaser after use with an earthen barrier. An adjustment will be made for an excavator to construct the road, over 2 ft of settled snow. (C5.31, C5.32)

3. Any gate open to log or do road work (roads 2252, 2254, 1009) shall be closed at the end of the day. When unit 19 is logged and gate 1 is open, block access beyond the unit with a piece of equipment or boulders. Post road closed signs to discourage public access. Close the cattle gate on 1009 beyond unit 16 with the passage of each vehicle. Purchaser will need to coordinate activities with the permittee on this portion of the haul route for several days when he runs his cattle up about July 1<sup>st</sup> and back down about October 1<sup>st</sup>. Close road 2455A with an earth barrier at the end of purchaser's use. (C5.41#)

4. Limb and lop tops of sawlogs only in units 5, 51, and 8 to be underburned (163 acres). Limb and lop tops of sawlogs and buck into 12' lengths in all other units to be grapple piled (336 acres). In portions of units 1, 11, 15, 19, and all of units 2, 3, 7, 9, purchaser shall slash and buck into 12' lengths (88 acres). Fell damaged residuals in units 1, 11, 15, and 19 (105 acres). Pile all landings (9 acres). (C6.7)

5. Mechanized felling must be approved in advance, to protect leave trees and soils. Mechanical fellers shall only be allowed off skid trails if they travel on a slash mat, 18" settled snow, or frozen ground. (C6.41)

6. No hauling on holidays and weekends from the sale area. (C5.12)

7. Keep landings away from creeks as designated on the sale area map, and no new live creek crossings. Protect the wet sensitive plant area adjacent to unit 15. Protect plantations and keep equipment out when possible, as agreed by the sale administrator. Protect the trail in units 2, 3, 4, and 13, by limiting crossings, removing slash after logging, and keeping it open in the summer. (C6.6, C6.25)

8. Purchaser will need to carry liability insurance before hauling on road 281. (C5.123#)

9. In order to prevent the spread of noxious weeds into the sale area, purchaser shall be required to clean all off-road logging and construction equipment prior to entry onto the sale area. (C6.351)

10. Fell trees away from unit boundaries to protect uncut areas between group selections in units 2, 3, 7, 9, and 13. Fell trees away from leave tree clumps in unit 8. (C6.41#)

11. All cutting unit boundaries have been marked on three sides of cutting unit boundary trees with streaks of blue paint extending from near ground level to a height of 6 feet or more and blue stump marks. The middle streak faces the cutting unit. Where a unit boundary follows a system road, the road is the boundary and no paint was used. This sale was initiated years ago when our Forest used a different paint scheme (blue painted trees are leave trees and orange painted trees are cut trees). Leave non-merchantable dead trees standing, except for safety reasons, for wildlife purposes. (C2.352, C2.38, C2.358)

12. In order to maintain grizzly bear security habitat, there will be limitations on operations as follows:

- Logging activities including slash work shall be completed by April 1, 2005 in Subdivision 2 (units 15, 16, 19).

- Logging activities can not begin until after April 1, 2005 in Subdivision 1 (units 1, 2, 3, 7, 8, 9, 11, 13).

- Logging activities including slash work shall be completed by April 1, 2005 in Subdivision 3 (unit 17). (C6.316#)

13. The road completion date is October 31, 2004 for roads 1009, 2253, 2454, and 2455. The road completion date is October 31, 2005 for roads 2252, 2252A, 2254, and 2254C. The road work on roads 2252, 2252A, 2254, and 2254C can not begin until after April 1, 2005, when the first group of road reconstruction is complete, units along these roads are logged & slash work complete, and gates 1 & 3 are closed. (C5.13#, C6.316#).

14. Road 2455A will need to be reconditioned as listed in C5.312.

**15. Purchaser can only go behind closed grizzly bear gates on roads 2252 and 2254 to view units for a one week period from October 9 to October 16. Other roads can be accessed anytime to view units, however, road 1009 also is gated. Contact the Bonners Ferry Ranger District prior to entry onto the sale area.**